

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LYNN POLGAR,

Plaintiff,

v

CASE NO.: 07-CV-10807
HON. GEORGE CARAM STEEH

TRUSTMARK INSURANCE COMPANY,

Defendant.

Matthew B. Wigent (P46968)
WARNICKE & WIGENT, PLLC
Attorneys for Plaintiff
1701 Cass Lake Road
Keego Harbor, MI 48320-1047
(248) 738-5000

John P. Jacobs (P15400)
Timothy A. Diemer (P65084)
JOHN P. JACOBS, P.C.
Attorneys for Post-Judgment Briefing and
on Appeal for Defendant Trustmark Ins. Co.
500 Griswold Street, Suite 2825
Detroit, MI 48226-3480
(313) 965-1900

STIPULATED ORDER OF SATISFACTION OF JUDGMENT

NOW COME Plaintiff herein, Lynn Polgar, on behalf of herself, individually, and for her heirs, successors and assigns, and Warnicke & Wigent, PLLC, her attorneys, and Defendant herein, Trustmark Insurance Company, by and through their undersigned counsel, and herewith agrees and agree, state and states upon the record for themselves, and for each of them, that the Judgment previously entered by this Court on February 26, 2008, shall be marked upon the records and files by the Clerk of this Court as having been completely paid in full and that the Judgment in this case shall thereafter be marked as SATISFIED in all respects both as to the original claims asserted by Plaintiff but also as to any and all other past, present and future insurance or disability benefits or payments owed

as monetary damages under the ERISA Act or otherwise which were or which could have been awarded in the above-captioned action as between Plaintiff, Lynn Polgar, against Defendant, Trustmark Insurance Company, and, further, that all Judgments and Amended Judgments entered herein or which could have been entered herein shall, in all monetary aspects whatsoever, be deemed fully and completely SATISFIED AND PAID in full in all respects whatsoever, more particularly as follows:

1. **IT IS STIPULATED AND AGREED BY THE PARTIES AND THEREFORE IS ORDERED BY THE COURT** that the Judgment of February 26, 2008, entered by Honorable George Caram Steeh of the United States District Court for the Eastern District of Michigan, Southern Division, shall now be irrevocably deemed by the Court to have been completely SATISFIED and to have been paid in full in all respects whatsoever with respect to any and all past, present or future claims made or damages sought which were sought or which could have been made in this litigation by Plaintiff, Lynn Polgar, against Defendant, Trustmark Insurance Company, or against any subsidiary, affiliate, parent or successor corporation, or as against any and all of the persons who are released from further liability in the Release Agreement, which Agreement is incorporated herewith;

2. **IT IS STIPULATED AND AGREED BY THE PARTIES AND THEREFORE IS ORDERED BY THE COURT** that any and all complaints or claims or actions or damages sought by this suit, whatsoever, as to any and all past, present and future insurance or disability benefits or payments owed or as monetary damages or other expenses in any form which were awarded or which could be awarded in the above-captioned action as brought by Lynn Polgar and which resulted in the Judgment entered

on February 26, 2008 in this Court shall all be deemed fully SATISFIED and regarded as paid in full in all respects and that, without reservation, all monetary claims of any kind whatsoever relating hereto shall be deemed all hereby completely extinguished, including but not limited to any and all claims for attorney fees, expenses or costs under the ERISA Act or otherwise;

3. **IT IS STIPULATED AND AGREED BY THE PARTIES AND THEREFORE IS ORDERED BY THE COURT** that the Judgment, plus all applicable interest awardable under MCLA 600.6013 and/or 28 USCA 1961, costs and attorneys fees(whether under the ERISA Act or otherwise) shall be deemed as having been wholly Paid In Full and shall be deemed fully SATISFIED by the recent payment from Trustmark Insurance Company to Lynn Polgar, including any and all outstanding amounts of damages, verdicts, judgment amounts, including the February 26, 2008 Judgment, damages, past, present and future insurance disability benefits under the Trustmark Policy with Lynn Polgar or otherwise, MCLA 600.6013 or 28 USCA 1961 interest, attorneys fees, taxable costs, statutory costs, actual expenses or claims or demands for monetary compensation in all respects, all of which are herewith extinguished completely and without reservation whatsoever.

4. **IT IS STIPULATED AND AGREED BY THE PARTIES AND THEREFORE IS ORDERED BY THE COURT** that the entry of this Satisfaction Of Judgment and this Order Noting Satisfaction Of Judgment shall also be understood to have terminated and closed this case without any further proceedings being necessary.

IT IS SO ORDERED.

s/George Caram Steeh
HONORABLE GEORGE CARAM STEEH
United States District Judge

Dated: July 24, 2008

STIPULATED AS TO FORM, CONTENT, AND SUBSTANCE.

/s/ Lynn Polgar
Lynn Polgar, Plaintiff

/s/ Matthew B. Wigent
Matthew B. Wigent (P46968)
WARNICKE & WIGENT, PLLC
Attorneys for Plaintiff
1701 Cass Lake Road
Keego Harbor, MI 48320-1047
(248) 738-5000

/s/ John P. Jacobs
John P. Jacobs (P15400)
Timothy A. Diemer (P65084)
JOHN P. JACOBS, P.C.
Attorneys for Post-Judgment Briefing
and on Appeal for Defendant Trustmark Ins. Co.
500 Griswold Street, Suite 2825
Detroit, MI 48226-3480
(313) 965-1900